

In re:
Leslie Klein
Debtor

Case No. 23-10990-SK
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0973-2
Date Rcvd: Jan 19, 2024

User: admin
Form ID: pdf042

Page 1 of 4
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 21, 2024:

Recip ID	Recipient Name and Address
db	+ Leslie Klein, 322 N. June Street, Los Angeles, CA 90004-1042

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 21, 2024

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 19, 2024 at the address(es) listed below:

Name	Email Address
Alan G Tippie	on behalf of Interested Party Courtesy NEF Alan.Tippie@gmlaw.com atippie@ecf.courtdrive.com;Karen.Files@gmlaw.com,patricia.dillamar@gmlaw.com,denise.walker@gmlaw.com
Alan W Forsley	on behalf of Interested Party Courtesy NEF alan.forsley@flpllp.com awf@fklawfirm.com,awf@fl-lawyers.net,addy@flpllp.com
Alex M Weingarten	on behalf of Creditor Jeffrey Winter aweingarten@willkie.com lcarter@willkie.com
Alex M Weingarten	on behalf of Interested Party Courtesy NEF aweingarten@willkie.com lcarter@willkie.com
Armen Manasserian	on behalf of Plaintiff Franklin Menlo co-trustee of the Franklin Menlo Irrevocable Trust established March 1, 1983 armen@cym.law, jennifer@cym.law

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Baruch C Cohen	on behalf of Plaintiff David Berger bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Baruch C Cohen	on behalf of Creditor Robert & Esther Mermelstein bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Baruch C Cohen	on behalf of Creditor David Berger bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Baruch C Cohen	on behalf of Plaintiff Robert & Esther Mermelstein bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Bradley D. Sharp (TR)	bsharp@dsi.biz
Brandon J. Iskander	on behalf of Creditor Joseph Vago biskander@goeforlaw.com kmurphy@goeforlaw.com
Brandon J. Iskander	on behalf of Creditor Erica Vago biskander@goeforlaw.com kmurphy@goeforlaw.com
Brett J. Wasserman	on behalf of Plaintiff Adi Vendrigger wasserman@smcounsel.com
Brian A Procel	on behalf of Plaintiff Erica Vago bprocel@millerbarondess.com rdankwa@millerbarondess.com;docket@millerbarondess.com
Christopher M McDermott	on behalf of Creditor U.S. Bank National Association as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Banc of America Funding Corporation Mortgage Pass-Through Certificates, Series ch11ecf@aldridgepite.com, CMM@ecf.inforuptcy.com;cmcdermott@aldridgepite.com
Clarisse Young	on behalf of Creditor Adi Vendrigger youngshumaker@smcounsel.com levern@smcounsel.com
Clarisse Young	on behalf of Interested Party Courtesy NEF youngshumaker@smcounsel.com levern@smcounsel.com
Clarisse Young	on behalf of Plaintiff Adi Vendrigger youngshumaker@smcounsel.com levern@smcounsel.com
Dane W Exnowski	on behalf of Creditor US Bank Trust National Association Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust dane.exnowski@mccalla.com, bk.ca@mccalla.com,mccallaecf@ecf.courtdrive.com
Dane W Exnowski	on behalf of Interested Party Courtesy NEF dane.exnowski@mccalla.com bk.ca@mccalla.com,mccallaecf@ecf.courtdrive.com
Eric J Olson	on behalf of Attorney ERIC J OLSON eric@ejolsonlaw.com
Gary Tokumori	on behalf of Interested Party Courtesy NEF gtokumori@pmcos.com
Greg P Campbell	on behalf of Interested Party Courtesy NEF ch11ecf@aldridgepite.com gc@ecf.inforuptcy.com;gcampbell@aldridgepite.com
Jeffrey N Pomerantz	on behalf of Trustee Bradley D. Sharp (TR) jpomerantz@pszjlaw.com
Jeffrey P Nolan	on behalf of Plaintiff Bradley D. Sharp jnolan@pszjlaw.com
Jeffrey P Nolan	on behalf of Trustee Bradley D. Sharp (TR) jnolan@pszjlaw.com
Jeffrey W Dulberg	on behalf of Trustee Bradley D. Sharp (TR) jdulberg@pszjlaw.com
Jeffrey W Dulberg	on behalf of Plaintiff Bradley D. Sharp jdulberg@pszjlaw.com
John P. Ward	on behalf of Creditor U.S. Bank N.A., as Trustee for Velocity Commercial Capital Loan Trust 2018-2 jward@attleseystorm.com, ezhang@attleseystorm.com
John W Lucas	on behalf of Trustee Bradley D. Sharp (TR) jlucas@pszjlaw.com ocarpio@pszjlaw.com
Joshua L Scheer	on behalf of Creditor Ajax Mortgage Loan Trust 2021-D Mortgage-Backed Securities, Series 2021-D, by U.S. Bank National Association, as Indenture Trustee jscheer@scheerlawgroup.com, jscheer@ecf.courtdrive.com

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Kenneth Miskin

on behalf of U.S. Trustee United States Trustee (LA) Kenneth.M.Miskin@usdoj.gov

Kirsten Martinez

on behalf of Creditor NewRez LLC d/b/a Shellpoint Mortgage Servicing as servicer for J.P. Morgan Mortgage Acquisition Corp
Kirsten.Martinez@bonialpc.com, Notices.Bonial@ecf.courtdrive.com

Krikor J Meshefejian

on behalf of Interested Party Life Capital Group LLC kjm@lnbyg.com

Marc A Lieberman

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Michael I. Gottfried

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Michael Jay Berger

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yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com

Michael Jay Berger

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Michael S Kogan

on behalf of Interested Party Michael Kogan Law Firm APC mkogan@koganlawfirm.com

Nikko Salvatore Stevens

on behalf of Interested Party Courtesy NEF nikko@cym.law mandi@cym.law

Nikko Salvatore Stevens

on behalf of Plaintiff Franklin Menlo co-trustee of the Franklin Menlo Irrevocable Trust established March 1, 1983
nikko@cym.law, mandi@cym.law

Nikko Salvatore Stevens

on behalf of Creditor Franklin Menlo nikko@cym.law mandi@cym.law

Paul P Young

on behalf of Creditor Franklin Menlo paul@cym.law jaclyn@cym.law

Paul P Young

on behalf of Plaintiff Franklin Menlo co-trustee of the Franklin Menlo Irrevocable Trust established March 1, 1983
paul@cym.law, jaclyn@cym.law

Paul P Young

on behalf of Interested Party Courtesy NEF paul@cym.law jaclyn@cym.law

Reem J Bello

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Reem J Bello

on behalf of Defendant Joseph Vago rbello@goeforlaw.com kmurphy@goeforlaw.com

Reem J Bello

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Reem J Bello

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Reem J Bello

on behalf of Interested Party Goe Forsythe & Hodges LLP rbello@goeforlaw.com kmurphy@goeforlaw.com

Reem J Bello

on behalf of Plaintiff Joseph Vago rbello@goeforlaw.com kmurphy@goeforlaw.com

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Richard P Steelman, Jr

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Robert P Goe

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rgoe@goeforlaw.com;goeforecf@gmail.com

Robert P Goe

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Robert P Goe

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Ron Bender

on behalf of Interested Party Life Capital Group LLC rb@lnbyg.com

Ron Maroko

on behalf of U.S. Trustee United States Trustee (LA) ron.maroko@usdoj.gov

Roye Zur

on behalf of Interested Party Courtesy NEF rzur@elkinskalt.com
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Simon Aron

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Simon Aron

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Steven M Mayer

on behalf of Interested Party Courtesy NEF smayer@mayerlawla.com

Steven M Mayer

on behalf of Plaintiff Jeffrey Siegel smayer@mayerlawla.com

Theron S Covey

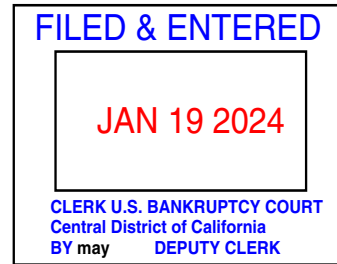
on behalf of Creditor Wilmington Savings Fund Society FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium
Mortgage Acquisition Trust tcovey@raslg.com, sferry@raslg.com

United States Trustee (LA)

ustpregion16.la.ecf@usdoj.gov

TOTAL: 74

581
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John W. Lucas (State Bar No. 271038)
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Counsel to Bradley D. Sharp, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

LESLIE KLEIN,

Debtor.

Case No.: 2:23-bk-10990-SK

Chapter 11

**ORDER APPROVING PROTECTIVE
STIPULATION REGARDING THE
PRODUCTION OF DOCUMENTS
PURSUANT TO THE MOTION OF
CHAPTER 11 TRUSTEE, FOR ORDER
AUTHORIZING THE EXAMINATION
OF LIFE CAPITAL GROUP, LLC AND
ITS SUBSIDIARIES AND AFFILIATES
PURSUANT TO FED. R. BANKR. P. 2004**

**[Relates to Docket Nos. 468, 482, 523, 555,
581, and 585]**

[No Hearing Required]

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1 The Court, having reviewed and considered the “ *Protective Stipulation Regarding the*
2 *Production of Documents Pursuant to the Motion of Chapter 11 Trustee, for Order Authorizing the*
3 *Examination of Life Capital Group, LLC and Its Subsidiaries and Affiliates Pursuant to Fed. R.*
4 *Bankr. P. 2004 [Relates to Docket Nos. 468, 482, 523,555, 581, and 585]*” (the “Stipulation”) [Dkt.
5 586] by and between Bradley D. Sharp (the “Trustee”), the duly appointed trustee for the chapter
6 11 estate of Leslie Klein (the “Debtor”), and Life Capital Group, LLC (“Life Capital,” and together
7 with the Trustee, the “Parties”), by and through their undersigned attorneys, and pursuant to Rule
8 26(c) of the Federal Rules of Civil Procedure, incorporated herein by Rule 7026 of the Federal
9 Rules of Bankruptcy Procedure, finds good cause and hereby APPROVES the Stipulation [Dkt.
10 586] and enters this Protective Order (the “Order” or “Protective Order”) as set forth herein.

11 This Order shall govern the production, review and handling of Confidential Material (as
12 defined below) by the Parties (as defined below) in this “Bankruptcy Case,” which is hereafter
13 defined as the above-captioned bankruptcy case (No. 2:23-bk-10990-SK). The purpose of this
14 Order (*i.e.*, the “Good Cause Statement”) is to expedite the flow of information, to protect
15 confidential material, to ensure that the Parties are permitted reasonable, necessary use of such
16 material, to protect the Parties hereto against the waiver of any privileges or protections, including,
17 without limitation, the attorney-client privilege, work-product protection, and any other applicable
18 privilege, protection, or immunity attaching to those documents, and to address the handling of
19 such material at the end of the Bankruptcy Case. The Court enters this Order setting forth the
20 conditions for treating, obtaining, and using such information.

21 1. As used herein, Confidential Material means:

- 22 (a) All documents marked by Life Capital as “Confidential.”
23 (b) All documents (including, without limitation, data, reports, and records) that
24 the Trustee substantially derives from the information described in
25 Paragraph 2(a); and
26 (c) All reproductions of information described in Paragraphs 2(a) or Paragraph
27 2(b).

28 2. The term “Confidential Material” does not include information that:

- (a) Either is or becomes publicly available and that did not become publicly available by being disclosed by Life Capital or its agents;
- (b) Was available to the Trustee or the Debtor on a non-confidential basis before Life Capital disclosed the information to the Trustee; and
- (c) Lawfully becomes available to the Trustee on a non-confidential basis and through a means other than through a breach of this Agreement.

3. As used herein, the term, Confidential Material shall mean and include, but not be limited to each and every document marked “Confidential” and produced in response to the Rule 2004 Motion, including all originals and copies of documents, tapes, CDs or in any form, including documents reproduced or derived therefrom.

4. Confidential Material produced pursuant hereto shall be subject to the restrictions contained herein and, subject to the right of any other party to seek an order from the Court that the material should not be subject to such restrictions.

5. Disclosure and use of the Confidential Material shall be restricted to the Trustee and his advisors, and any other persons or entities identified herein, including the U.S. Trustee and employees of them, to whom it is reasonably necessary to disclose the Confidential Material for this Bankruptcy Case and any signatories to the “Acknowledgment And Agreement To Be Bound” attached hereto as Exhibit 1 to this Stipulation.

6. Disclosure of Confidential Material is allowed to: attorneys in the firms that are or become litigation counsel to the Trustee for this Bankruptcy Case and to those signatories to the “Acknowledgment And Agreement To Be Bound” attached hereto as Exhibit 1 to this Stipulation; and to stenographic, clerical and other employees of those aforementioned individuals or firms whose functions require access to the Confidential Material.

7. To experts or consultants engaged by the Trustee provided that prior to the initial disclosure of Confidential Material to any such expert or consultant, counsel for the party receiving the Confidential Material advise the retained expert of the confidential nature of the documents and such experts or consultants sign the “Acknowledgment And Agreement To Be Bound” attached hereto as Exhibit 1 to this Stipulation.

1 8. Each person to whom disclosure of Confidential Material is made shall be advised
2 by the attorney retaining such expert of, and become subject to, the provisions herein.

3 9. Each person, including counsel, to whom disclosure of Confidential Material has
4 been made, shall maintain any such material in a safe and secure fashion at all times so as to preserve
5 the confidentiality of the material.

6 10. Any document containing any summary or recitation of any part of the content of
7 confidential material also shall be deemed to be Confidential Material and subject to all the
8 protections and restrictions in this Stipulation.

9 11. Meet and Confer. In the event that the Trustee objects to any specific Life Capital
10 document designation as “Confidential Material,” the Trustee shall advise Life Capital, in writing,
11 of such objections, the specific documents to which each objection pertains, and the specific reasons
12 and support for such objections (the “Designation Objections”). Thereafter, further protection of
13 such material shall be resolved in accordance with the following procedures:

14 (a) The Trustee shall have the burden of conferring either in person or by
15 telephone with Life Capital in a good faith effort to resolve the dispute. Life Capital shall have the
16 burden of justifying the disputed designation;

17 (b) Failing agreement, the Trustee may bring a motion to the Court for a ruling
18 that the Confidential Material designation in question is not entitled to the status and protection of
19 the Life Capital’s designation. The Parties’ entry into this Order shall not preclude or prejudice
20 either Party from arguing for or against any designation, establish any presumption that a particular
21 designation is valid, or alter the burden of proof that would otherwise apply in a dispute over
22 discovery or disclosure of information;

23 (c) Notwithstanding any challenge to a designation, the document(s) in question
24 designated as “Confidential Material” shall continue to be treated as designated under this Order
25 until one of the following occurs: (i) Life Capital withdraws such designation in writing; or (ii) the
26 Court rules that the document(s) in question designated as “Confidential Material” is/are not
27 entitled to the designation.

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1 12. Upon final termination or resolution of all issues between the Debtor's estate and
2 Life Capital, including all appeals, and at the request of the Life Capital, counsel for the party
3 receiving the Confidential Material shall return all original Confidential Material produced by Life
4 Capital or certify its destruction.

5 13. No action in accordance with the provisions of this Stipulation, nor the failure to
6 object thereto, shall be construed as a waiver of claim, objection, or defense.

7 14. By producing Confidential Material, the parties do not waive and expressly retain
8 the right to assert the application of any common law or statutory privileges or any theory of
9 immunity from disclosure of private confidential information.

10 15. This Stipulation shall not abrogate or diminish any contractual, statutory, or other
11 legal obligation or right of any party with respect to the Confidential Material and the information
12 contained therein.

13 16. In the event anyone shall violate or express an intention to violate any term of this
14 Stipulation, the aggrieved party may immediately apply to obtain injunctive, or other relief against
15 any such person violating or threatening to violate any of the terms of this order.

16 17. Upon receipt of a subpoena or other legal demand by any party, which may require
17 the Trustee to turnover Confidential Material, the Trustee will give at least (10) ten days notice to
18 Life Capital to allow Life Capital to take any action it deems appropriate.

19 18. Any party-in-interest to this Bankruptcy Case that either signs this Stipulation or
20 signs the "Acknowledgment And Agreement To Be Bound" that is attached hereto as Exhibit 1
21 agrees to be bound by this Stipulation, including any natural person, partnership, corporation,
22 association, or other legal entity not named as a party to this Bankruptcy Case, including all of its
23 officers, directors, employees, partners, members, managers, and advisors.

24 19. Absent a court order secured after appropriate notice to all interested persons, the
25 Trustee must seek from the Court permission to file such Confidential Material under seal pursuant
26 to 11 U.S.C. section 107, LBR 5003-2(c), and/or Bankr. C.D. Cal. Court Manual section 2.8(b), as
27 applicable. The parties acknowledge that Confidential Material may only be filed under seal
28 pursuant to a court order authorizing the sealing of the specific Confidential Material at issue. In

1 connection with a party's motion to seal, the moving party will note Life Capital's approval to file
2 under seal, if any. If the application for relief is denied, the Trustee may file the Confidential
3 Material with the Court unless otherwise instructed by the Court.

4 20. This Order is subject to further court order based upon public policy or other
5 considerations, and the Court may modify this Order *sua sponte* in the interests of justice. This Court
6 is responsible for the interpretation and enforcement of this Order. All disputes concerning
7 Confidential Material, however designated, produced under the protection of this Order shall be
8 resolved by the Court. In the event anyone shall violate or threaten to violate material terms of this
9 Stipulation, the aggrieved Party may immediately apply to obtain injunctive relief against any such
10 person violating or threatening to violate any of the terms of this Stipulation.

11 **IT IS SO ORDERED.**

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23 Date: January 19, 2024


24 
Sandra R. Klein
United States Bankruptcy Judge
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EXHIBIT 1
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [insert name], of _____ [insert address], declare under penalty of perjury that I have read in its entirety and understand the foregoing Stipulation and Order approving it that was issued by the United States Bankruptcy Court for the Central District of California on _____ (date) in the above-titled case *In re Leslie Klein*, Bankr. C.D. Cal. Case No. 2:23-bk-10990-SK (the "Order"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Order.

My present employer is _____ and the address of my present employment is _____. My present occupation or job description is _____. I agree to comply with and to be bound by all the terms of the Order as a Party thereto, as if I were an original signatory thereto, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I will not disclose in any manner any information or item that is subject to the Order to any person or entity except in compliance with the provisions of the Order. I further understand that I am to retain all copies of all Confidential Material provided to me in the Bankruptcy Case in a secure manner, and that the use and retention of all copies of such Confidential Material shall be governed by the Order.

I further agree to submit to the jurisdiction of the Court for the purpose of enforcing the terms of the Order, even if such enforcement proceedings occur after termination of this Bankruptcy Case.

Dated: _____ City and State where signed: _____

Printed Name: _____

Signature: _____